

RFA Number 050509221050

**New York State, Department of Health
Office of Medicaid Management
Division of Consumer and Local District Relations**

Nursing Home Transition and Diversion Waiver

Request for Applications

Regional Resource Development Centers

**(Albany North, Albany South, Binghamton/Southern Tier,
Buffalo, Long Island, Lower Hudson Valley, New York City,
Rochester and Syracuse Regions)**

And

Quality Management Specialist (Metropolitan, Eastern and Western Regions)

Significant Dates:

Letter of Interest Due: March 8, 2006

Applicant Conferences: March 16, 2006

Questions Due: March 8, 2006

Applications Due: April 10, 2006

**Contact Name & Address: Betty Rice, Director
Division of Consumer & Local District Relations
Office of Medicaid Management
NYS Department of Health
99 Washington Avenue, Suite 826
Albany, New York 12260**

Attention: Theresa Lieberman

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I. Introduction

Description of Program

The New York State Department of Health (DOH) has applied for a Home and Community-Based Services (HCBS) Medicaid waiver to provide services for individuals with disabilities, eighteen years and older, who would otherwise be cared for in a nursing facility and who, considered as an aggregate group, can be served at less cost in a community setting.

The purpose of this Request for Application (RFA) is to identify and contract with qualified not-for-profit agencies to be Regional Resource Development Centers (RRDC)¹ to administer the waiver and Quality Assurance Specialists (QMS) to assist DOH, RRDCs and service providers in regions which will collectively serve the entire State. The initial contracts, conditional upon waiver approval by the federal Centers for Medicare and Medicaid Services (CMS), are anticipated to be for a multi-year period beginning July 1, 2006 and ending September 30, 2009 dependent upon continued funding availability and satisfactory contractor performance.

Background / Intent

In 2003, the Governor commissioned a Workgroup on Health Care Reform to make recommendations to reform and restructure health care in New York State. The Workgroup issued a report in January 2004 formulating a vision that included a “long term care system that is accessible, coordinated and person-centered...[that] will support self determination; promote personal responsibility; provide services that meet consumer needs; provide quality care; and ensure accountability, efficiency and affordability.” [The Task Force Report and other related documents are available on the DOH website: <http://www.health.state.ny.us> Click Long Term Care / Health Care Reform Working Group issue tab.]

On October 19, 2004 Governor Pataki signed into law the Nursing Home Transition and Diversion (NHTD) bill, authorizing DOH to apply for a new Medicaid waiver for enhanced nursing home transition and diversion activities. The enacted legislation reflects the State’s commitment to provide New Yorkers living with disabilities a wide array of supportive services in the least restrictive, most appropriate available setting. [A copy of *Chapter 627 of the Laws of 2004* and related RFI are available on the DOH website: <http://www.health.state.ny.us> Click Long Term Care issue tab.]

Accordingly, the Department has applied to CMS for a HCBS Medicaid waiver for individuals who would otherwise be cared for in a nursing facility and who, considered as an aggregate group, can be cared for at less cost in a community-based setting.

¹ Enacting statute, S7073 and S7715 (see web link above), Chapters 615 and 627 of the Laws of 2004 respectively, directs DOH to contract with “Regional Resource Development Specialists” defined as “not-for-profit agencies having experience with providing community-based services to individuals with disabilities.” For the purpose of this program, and consistent with other similar activities, these entities will be referred to as “Regional Resource Development Centers” (RRDC); “Regional Resource Development Specialists” (RRDS) will refer to the employees of the RRDCs, who carry out RRDC responsibilities.

Specifically:

- Eligible participants must be: at least eighteen (18) years of age; eligible and authorized for Medicaid services; assessed to require nursing home level of care and capable of living in the community with the assistance of Medicaid State Plan and waiver services; considered part of an aggregate group that can be cared for at less cost in the community than they would have otherwise been cared for in a nursing facility; and meet other criteria as determined by the DOH Commissioner.
- Allowable waiver services are anticipated to include: service coordination; assistive technology; community integration counseling; community transition services; congregate and home delivered meals; environmental modifications; home and community support services; home visits by medical personnel; independent living skills training; moving assistance; nursing assessment; nutritional counseling and education services; peer mentoring; positive behavioral interventions/supports; respiratory therapy; respite care services; and structured day program. Actual services will be subject to federal CMS approval.
- The initial waiver application to CMS will request the opportunity to serve at least 5,000 individuals statewide within the first three years. It is anticipated that the application will request to serve 1,000 participants in year one, adding 1,500 new participants in year two, and another 2,500 new participants in year three.

Problem / Issue Resolution

The Department is interested in developing RRDC capacity to assure that the waiver program can be fully operational upon receipt of the necessary federal approval. Specifically, it is imperative to contract with qualified agencies to identify appropriate candidates for participation in the waiver, develop sufficient provider capacity, as well as, meet all necessary federal assurances and maintain a quality program.

II. Who May Apply

Minimum Eligibility Requirements for the RRDC Applicant

Applications will be accepted only from not-for-profit organizations or agencies.²

Applicants must provide, and their staff able to use, computer software compatible with the Microsoft Office products used by the Department to organize, analyze and store waiver participant data and information about available community resources and to transfer reports and other information to the DOH Bureau of Long Term Care via e-mail. [Attachment 5 **must** be signed and attached to the application to attest to compliance with this requirement.]

² Pursuant to authorizing statute, DOH may not enter into a RRDC contract with for-profit or government agencies for the purposes of this NHTD waiver.

Preferred Eligibility Requirements for the RRDC Applicant

Applicants should have expertise in working with people with disabilities and be able to demonstrate a commitment to integrated community-based services to individuals with disabilities, their family members and other natural supports as described above.

Applicants should have extensive knowledge of providers of community-based long term care services in the geographic area they choose to serve, financial stability and the organizational capacity to administer RRDC responsibilities.

Applicants should be able to develop collaborative relationships with regionally based stakeholders including Local Departments of Social Services (LDSSs) and other local government entities, providers, advocacy organizations and others necessary to assure a comprehensive coordinated approach to the targeted population.

Applicants should be able to use data management and record sharing technologies to reduce redundancy in client assessment, service planning, record keeping, Medicaid or other insurance claims processing. The capability to establish on-line assistance to participants is highly desirable.

Minimum Eligibility Requirements for a QMS Applicant

Applications will be accepted only from not-for profit organizations/agencies.

The applicant's staff must use programs compatible with Microsoft Office software to organize, analyze and store waiver participant data and information about available community resources and to transfer reports and other information to the DOH Bureau of Long Term Care via e-mail. [Attachment 5 **must** be signed and attached to the application to attest to compliance with this requirement.]

Preferred Eligibility Requirements for a QMS Applicant

The QMS is a key resource for the successful implementation of this waiver program. As a liaison between DOH, RRDCs, RRDs, Service Coordinators, providers and waiver participants, the QMS should be knowledgeable about HCBS waiver programs, have experience developing and implementing quality management programs, and understand the issues concerning individuals with disabilities. In addition, this position requires an individual who possesses excellent interpersonal skills.

General RRDC and QMS Applicant Requirements

RRDC and QMS applications must be **received** by 4:00 PM, 4/10/2006 at the address specified on page 13 of this RFA. Late applications will **not** be accepted.

Applicant qualifications will be examined and only applications from those entities meeting minimum qualifications, as determined by the State, shall be evaluated further.

Applications may be submitted for both RRDC and QMS contracts. However, an entity may only be selected to serve as either a RRDC or QMS contractor.

Separate applications **must** be submitted for each RRDC and/or QMS regional contract sought. Combined applications will not be evaluated.

Applications may be submitted for contracts in one or more region(s). However, separate applications **must** be submitted for each regional contract sought. Combined applications for two or more regions will not be evaluated. If an entity is the selected RRDC or QMS applicant for more than one region, for ease of administration, there will be one contract. [Please refer to Section V - D Method of Contract Award for a description of the process.]

Entities awarded a RRDC or a QMS contract, including their employees and/or subcontractors will not be authorized to provide NHTD waiver services.

[Attachment 5 **must** be signed and attached to the application to attest to compliance with this requirement. The Applicant Affiliation Disclosure list, as identified in Attachment 6, **must** also be attached to the application.]

While the provision of State Plan Medicaid services³ is not prohibited, to avoid conflicts of interest to the greatest extent possible the contractor selection process will favor applicants that neither themselves nor their affiliates provide Medicaid State Plan services. [Attachment 5 **must** be signed and attached to the application to attest to your intended status regarding this requirement. The Applicant Affiliation Disclosure list as identified in Attachment 6 **must** also be attached to the application.] [Please refer to Section V - C and D Application Review Process for a description of the scoring process.]

III. Project Narrative / Work Plan Outcomes

Problems and Issues To Be Solved Through This RFA

Many people living in nursing homes would choose to live in community settings if they had access to safe and appropriate care and services. Likewise, there are many people with disabilities, currently living in the community who, eligible for a nursing home level of care, are at significant risk of needing to enter a nursing home in order to receive Medicaid reimbursable services.

The authorizing legislation directs the State, through a new HCBS Medicaid waiver, to expand the opportunities for these people to receive needed community-based care and supportive services. Accomplishing this goal will require the development of a network of highly competent and dedicated RRDCs working closely with DOH staff to assure that the waiver will be implemented across the State in a uniform manner.

³ For a list of Medicaid State Plan Services please see Attachment 9. Inquires about specific services may be submitted during the RFA Question and Answer period.

Roles and Responsibilities of the RRDC

In carrying out the objectives of this waiver, the contracted RRDC shall manage programmatically effective and cost efficient activities designed to reduce the incidence of unnecessary institutionalization through:

- **Transition:** Assisting eligible individuals currently living in nursing homes to move to appropriate community-based settings; and
- **Diversion:** Preventing the institutionalization of individuals who are hospitalized or living in the community by assisting them with securing needed services.

The RRDC will manage the waiver objectives of community transition and diversion, resource development and public information. An emphasis will be placed on ensuring the quality, availability and cost effectiveness of services within the contracted region.

The RRDC shall be responsible for the contracted activities. The RRDC will assign, as appropriate, certain tasks to the Regional Resource Development Specialist (RRDS) and Nurse Evaluators—the lead staff who carry out the responsibilities of the Contract and who are expected to work effectively with DOH program staff. [For specific RRDC contractual responsibilities and activities see Appendix D1.]

Roles and Responsibilities of the Quality Management Specialist

Activities will include review of identified Service Plans and Incident Reports, written guidance and training to RRDSs and providers, and the survey of waiver participants in regard to program satisfaction and quality assurance activities. [For specific QMS contractual responsibilities and activities see Appendix D1.]

RRDC Regional Areas and Estimated Funding Levels

Applicants may apply to manage one or more of nine geographic regional areas as designated below:

Regions	RRDC Service Provision Area	Medicaid Population 18 Yrs/Over (1)	Medicaid Nursing Home Residents 18 Yrs/Over	Square Miles	Estimated 1 st Annual Funding Level (2)
Albany North	Clinton, Essex, Franklin, Fulton, Hamilton, Montgomery, Saratoga, Warren, Washington	47,600	1,800	9,808	\$250,000
Albany South	Albany, Columbia, Greene, Rensselaer, Schenectady, Schoharie	53,500	2,600	3,290	\$250,000
Binghamton/ Southern Tier	Allegany, Broome, Cattaraugus, Cayuga, Chemung, Chenango, Cortland, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins	85,600	3,400	14,078	\$300,000
Buffalo	Chautauqua, Erie, Niagara, Orleans, Wyoming	119,000	4,700	3,614	\$250,000
Long Island	Nassau, Suffolk	142,600	8,200	1,198	\$315,000
Lower Hudson Valley	Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester	133,300	6,900	4,554	\$315,000
NYC Region	Bronx, Brooklyn, Manhattan, Queens, Staten Island	1,573,300	29,700	590	\$550,000
Rochester	Genesee, Livingston, Monroe, Ontario, Seneca, Wayne, Yates	87,200	3,500	3,696	\$250,000
Syracuse	Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence	108,900	4,800	10,248	\$250,000

Note:

(1) Regional Medicaid population information is based on eMedNY Data Warehouse as of July 2005 and includes all Medicaid eligible persons, excluding Family Health Plus enrollees, by county of residence. Estimated total: 2,351,000, excluding those residing in OMH and OMRDD facilities.

(2) Amounts reflect estimated funding level available for the initial first 12 month period of the contract. Actual funding will vary according to negotiated contractual spending requirements. Funds available for RRDC activities will be distributed according to the size of the waiver eligible population residing in the contracted region adjusted for geographic, labor market, local cost of doing business and other regional considerations. Initial allocations will reflect one-time startup and resource development costs. Funding is anticipated to increase annually based on available appropriations and growth in the numbers of waiver participants.

Quality Management Specialist Regional Areas and Funding Levels

The Department is interested in having applicants apply to manage one or more of three geographic regions as designated below:

Regions	Quality Management Specialist Service Area	Medicaid Population 18 Yrs/Over (1)	Medicaid Nursing Home Residents 18 Yrs/Over	Square Miles	Estimated 1 st Annual Funding Level (2)
Eastern	Albany, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Orange, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Sullivan, Ulster, Warren, Washington, and Westchester.	234,400	11,200	13,098	\$175,000
Metropolitan	NYC: Bronx, Brooklyn, Manhattan, Queens, Staten Island; Long Island: Nassau, Suffolk	1,715,900	37,800	1,788	\$220,000
Western	Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Delaware, Erie, Genesee, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, St. Lawrence, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne, Wyoming, and Yates.	400,800	16,400	14,078	\$175,000

Note:

(1) Regional Medicaid population information is based on eMedNY Data Warehouse as of July 2005 and includes all Medicaid eligible persons, excluding Family Health Plus enrollees, by county of residence. Estimated total: 2,351,000, excluding those residing in OMH and OMRDD facilities.

(2) Amounts reflect estimated funding level available for the initial first 12 month period of the contract. Actual funding will vary according to negotiated contractual spending requirements. Funds available for QMS activities will be distributed according to the size of the waiver eligible population residing in the contracted region adjusted for geographic, labor market, local cost of doing business and other regional considerations. Initial allocations will reflect one-time startup costs. Funding is anticipated to increase based on available appropriations and growth in the numbers of waiver participants.

Contractual Rights and Responsibilities

- **Executive Direction:** The Contractor will identify by name and title an individual who will have authority to take action on issues and concerns communicated by the Department. DOH reserves the right to directly contact this person at any time during the contract term.
- **Project Leadership:** The decision to enter into an agreement with the Contractor is due in large part to the specific individual assigned as the lead RRDS or QMS for the project. Therefore:
 - If the Contractor reassigns the individual holding this position or changes the percentage of the individual's time allocated to the RRDC or QMS responsibilities, or if such individual leaves the position for any reason at any time during the term of the Contract, the Contractor shall, upon becoming aware that such event will occur, immediately notify DOH.

The Department will have thirty days (30) from the date of such reassignment or departure to either approve a different individual chosen by the Contractor to fill such position or to terminate the Contract. The Contractor will not be paid for unfilled key personnel positions.

If the Contractor fails to provide notification of the reassignment or departure of such the individual, DOH may, upon becoming aware of such event, immediately terminate the Contract. In the event the Department does not approve the Contractor's designee, the Contractor shall submit a replacement for the Department's approval within two (2) weeks.

- The Department, with reasonable notice and written justification, may require the Contractor or any subcontractor to remove from the Contract any employee justified by DOH as being incompetent, otherwise unacceptable, or whose employment on the Contract is considered contrary to the best interests of the public or the State. In such event, the Contractor shall have thirty (30) calendar days in which to fill the vacancy with another employee of acceptable experience and skills subject to prior written approval of DOH.

If the Contractor fails to fill the vacancy with a qualified person acceptable to the Department, DOH may immediately terminate the Contract. In the event the Department does not approve the Contractor's designee, the Contractor shall submit a replacement for Department approval within two (2) weeks. The Contractor will not be paid for unfilled key personnel positions.

IV. Administrative Requirements

A. Issuing Agency

This RFA is issued by the NYS DOH, Office of Medicaid Management, Division of Consumer and Local District Relations. DOH is responsible for the requirements specified herein and for the evaluation of all applications, and is the sole contact for

information relating to the RFA. An e-file version of this document may be found on the DOH website at: <http://www.health.state.ny.us> (Click **Long Term Care** issue tab)

B. Question and Answer Phase

All substantive questions must be submitted in writing to Ms. Betty Rice at:

Betty Rice, Director
Division of Consumer and Local District Relations
Office of Medicaid Management
New York State Department of Health
99 Washington Avenue, Suite 826
Albany, NY 12260
Attn: Theresa Lieberman

Telephone enquiry, facsimile and/or e-mail copies of questions will not be accepted. Each question should cite the particular RFA section and paragraph number to which it refers. Answers to all questions, as well as copies of questions, will be automatically provided to all prospective applicants who submit a letter of interest. Responses to written questions will also be posted on the DOH website at: <http://www.health.state.ny.us> (Click **Long Term Care** issue tab); however, only written responses from Ms. Rice will be considered official. The closing date for receipt of questions will be 3/8/2006 no later than 4:00 PM.

Prospective applicants should note that all clarifications and exceptions, including those relating to the terms and conditions of the contract, are to be raised prior to the submission of an application. See the paragraph titled "Applicant Conference and Letter of Interest" (below) to determine how to receive Department responses to questions. It is anticipated that written answers to all questions will be provided on or before 3/24/2006.

C. Applicant Conference and Letter of Interest

• Applicant Conferences

An applicant conference for RRDC and for QMS applicants will be arranged by the DOH Office of Medicaid Management prior to the final date for submission of applications. The purpose of the applicant conference is to provide clarification and answers to questions applicants may have regarding the RFA content. DOH has scheduled the conference for 3/16/2006 in Albany, NY. Attendance is optional; maximum number of two representatives from each prospective applicant may attend the conference.

• Letter of Interest

A letter of interest in either the RRDC and/or QMS contract is not required. However, the parties who do submit a letter of interest are those to whom DOH will automatically provide information regarding any change to the applicant conference, response to questions related to the RFA and any addenda to the RFA. (This information will be available on the DOH website: <http://www.health.state.ny.us>.)

Other interested parties may call 518-474-5271 to be added to the informational mailing list.

All letters of interest in submitting an application should be received by Ms. Rice no later than 4:00 PM, 3/8/2006. Such letters should indicate that the applicant is interested in the RRDC and/or the QMS contract, along with the specific region(s) for which an application may be submitted. Please note in your letter if a representative of your organization will attend the applicant conference.

Note: Facsimile and e-mail copies of the letter of interest will not be accepted.

D. Vendor Responsibility

New York State Procurement laws and guidelines require that State agencies award contracts only to responsible vendors. Accordingly, all applicants are **required** to submit a completed Vendor Responsibility Questionnaire (Attachment 7) designed to provide information to assist the Department assess a vendor's expected level of responsibility prior to entering into a contract.

Vendor responsibility means that a vendor has the integrity to justify the award of public dollars and the capacity to fully perform the requirements of the contract. The requirement, under Section 163 (9) f of the State Finance Law (SFL), that a contracting agency determine that it has reasonable assurances that a vendor will be responsible for the awarded funds is an important part of the State's procurement process, promoting fairness in contracting and protecting a contracting agency and the State against failed contracts. The Office of the State Comptroller (OSC) must also be satisfied that a proposed contractor is responsible before approving a contract award under Section 112 of the SFL. [Additional related information may be found at the OSC website: <http://nyosc3.osc.state.ny.us/agencies/gbull/b221.htm>.]

The factors considered in making a vendor responsibility determination include: legal authority to do business in New York State; integrity, capacity (both organizational and financial); and previous contract performance. Detailed responses to frequently asked questions regarding vendor responsibility may be found at the OSC website: <http://www.osc.state.ny.us/vendrep/faqs.htm>.

E. Financial Statements

Provide audited financial statements for the latest two years, including the auditor's report and footnote sections, for the applicant and any subcontractors proposed for this contract. Alternatively, if the applicant is not required to have their financial statements certified by an independent Certified Public Accountant, a statement to that effect attesting to the financial capacity of the applicant and subcontractors to perform the requirements of this RFA should be included with the Vendor Responsibility form. [This requirement could be met by a current Dunn and Bradstreet report, bank statements indicative of a sufficient level of assets to ensure financial capacity as of the end of your last fiscal year, copies of Federal Form 990, Return of Organization Exempt From Federal Income Tax for the last 2 years, and/or Federal Income Tax forms for the last two years. Confirmation from someone within your organization (CFO, Comptroller, etc.) is **not** acceptable.]

F. How to File an Application

Application packages should be clearly labeled, including the outside envelop, with: applicant name, phone number and region as listed on the RFA document cover.

Submit one original signed application and six (6) copies, including Attachment 3-a, for each contract and regional application. Proof of not-for-profit status **must** be attached to RRDC applications.

Applications must be **received** at the address below by 4:00 PM, 4/10/2006.

Betty Rice, Director
Division of Consumer and Local District Relations
Office of Medicaid Management
New York State Department of Health
99 Washington Avenue, Suite 826
Albany, NY 12260
Attn: Theresa Lieberman

Note: It is the applicant's responsibility to deliver complete applications to Suite 826 prior to the date and time specified above. Late applications due to delay by the carrier or not received in the Department's mailroom in time for transmission to Suite 826 will not be considered. Applications **will not** be accepted via fax or e-mail.

G. The Department's Reserved Rights

The Department of Health reserves the right to:

1. Reject any or all applications received in response to this RFA.
2. Award more than one contract resulting from this RFA.
3. Waive or modify minor irregularities in applications received after prior notification to the applicant.
4. Adjust or correct cost figures with the concurrence of the applicant if errors exist and can be documented to the satisfaction of DOH and the State Comptroller.
5. Negotiate with applicants responding to this RFA within the requirements to serve the best interests of the State.
6. Modify the detail specifications should no applications be received in a region(s) that meet all these requirements.
7. If DOH is unsuccessful in negotiating a contract with the selected applicant within an acceptable time frame, DOH may begin contract negotiations with the next qualified applicant(s) to serve and realize the best interests of the State.
8. Award grants based on geographic or regional considerations to serve the best interests of the State.

H. Term of Contract

Any contract resulting from this RFA will be effective only upon approval by the New York State Office of the Comptroller.

It is anticipated that this RFA will result in multi-year contracts beginning July 1, 2006 and ending September 30, 2009 dependent upon satisfactory performance and available appropriations. [Note that the start date may be subject to change.]

I. Payment and Reporting Requirements

1. The State (NYS DOH) may, at its discretion, make an advance payment to not-for-profit grant contractors subsequent to contract execution in an amount not to exceed twenty-five percent of the total contract amount.
2. The Contractor shall submit quarterly invoices and required expenditure reports to the State's designated payment office:

Nursing Home Transition and Diversion Program
Bureau of Long Term Care
Office of Medicaid Management
NYS Department of Health
99 Washington Avenue, Suite 826
Albany, NY 12260
Attn: Theresa Lieberman

Payment of such invoices by the State shall be made in accordance with Article XI-A of the New York State Finance Law. Payment will be made on a cost-reimbursement basis. Funds for future growth in the number of RRDC clients will be available contingent on the available program appropriations.

3. The grant contractor shall submit quarterly and annual reports using a standardized format provided by DOH, attend quarterly and other meetings at the request of DOH, and agree to accept site visits at the discretion of DOH/OMM staff.

Note: All payment and reporting requirements will be detailed in Appendix C of the final grant contract.

J. General Specifications

1. By signing the "Application Form" (Attachment 4) each applicant attests to its express authority to sign on behalf of the applicant.
2. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.

3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA.
4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
5. Work Plan

Upon notification of award, the Contractor shall develop and submit a work plan that must minimally include a timeline for benchmarks toward the full operation of the RRDC, public education and participant outreach activities to generate interest in the waiver services, and a closeout plan for the purposes of accounting for and repayment of funds advanced that will be implemented at the time the Contract expires or is terminated.

The Department will provide specific standards and benchmarks that will be incorporated in the Work Plan negotiated between DOH and the awarded Contractor and used to evaluate contracted services.

6. Contractor Responsibilities for Transition
 - a. The awarded Contractor must provide full support and assistance in the transition of operations to a successor contractor or to DOH to assure an orderly and controlled transition and to minimize any disruption of services described herein.
 - b. The awarded Contractor must continue to provide services and notifications to NHTD waiver participants as directed by the Department of Health.
 - c. The awarded Contractor must maintain staffing adequate to meet obligations under the contract during the transition period and must transfer all original copies of participant records to any responsible agency, entity, or location as determined by DOH within twenty (20) business days of the termination of the contract—at no cost to the Department or to the successor RRDC agency. Any copies of records for the purposes of the former contractor will be made at no expense to DOH.
7. Provisions Upon Default
 - a. The services to be performed by the applicant shall be at all times subject to the direction and control of DOH to all matters arising in connection with or relating to the contract resulting from this RFA.
 - b. In the event that the applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, DOH acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the applicant.

- c. If, in the judgement of DOH, the applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, DOH acting on behalf of the State, shall thereupon have the right to terminate any contract resulting from this RFA by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgement of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

L. Appendices

The following will be incorporated as appendices into any contract(s) resulting from this RFA:

APPENDIX A - Standard Clauses for All New York State Contracts

APPENDIX A-1 - Agency Specific Clauses

APPENDIX A-2 - Program Specific Clauses

APPENDIX B - Summary Initial One Year Budget Form

APPENDIX C - Payment and Reporting Schedule

APPENDIX D/D1 - Work Plan **and** Contractor Responsibilities and Activities

APPENDIX E - Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1**:

- **WC/DB-100**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
- **WC/DB -101**, Affidavit That An OUT-OF STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage; OR
- **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:

- **WC/DB-100**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
- **WC/DB -101**, Affidavit That An OUT-OF STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage; OR
- **DB-120.1** -- Certificate of Disability Benefits Insurance OR the **DB-820/829** Certificate/Cancellation of Insurance; OR
- **DB-155** -- Certificate of Disability Benefits Self-Insurance

NOTE: Do not include the Workers' Compensation and Disability Benefits forms with your application. These documents will be requested as a part of the contracting process should your agency receive an award.

APPENDIX H - Federal Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement

APPENDIX X - Modification Agreement Form

V. Completing the Application

A. Application Content and Scoring System

RRDC and QMS Contractors will be selected based on a submitted application demonstrating their ability to fully implement the new waiver and assure effective oversight of all program functions. Please submit your application(s) according to the following pertinent contract-specific format:

The RRDC application should address the following scored areas:

1. 5 Pts Describe, as you understand them, the needs of those in the region you propose to serve who require a nursing home level of care but who prefer to reside in the community. Describe existing barriers to fully integrated community-based services experienced by potential waiver participants. Provide two profiles of individuals known to your organization who would benefit from the NHTD waiver services. (To assure confidentiality, please do not include any identifiable personal information regarding the case illustrations.)

Describe the benefits to waiver participants expected from your efforts to develop regional NHTD waiver and other community-based services.

2. 5 Pts Describe your agency's experience serving individuals with disabilities who prefer to live in their community. What uniquely qualifies your agency to perform the responsibilities as described in this RFA?

Articulate your agency's philosophy of consumer choice and person-centered service planning and commitment to assuring dignity and choice for individuals with disabilities and their families. How does your agency balance consumer choice with the need to assure the health and welfare of the individuals that you serve?

3. 20 Pts Understanding that your organization would be required to serve all eligible applicants in the contracted region, describe how your agency would enhance the network of providers, community-based services and other supports for individuals eligible for the NHTD waiver services (persons with disabilities age eighteen and older) throughout the geographic region for which you are applying.

Include how you would address recruitment and retention of service providers in hard to reach areas, as well as, providers capable of serving individuals with complex or unusual medical conditions.

Discuss how you would identify prospective waiver participants. Indicate the number of individuals your RRDC may potentially serve.

4. 20 Pts Describe how you would develop/enhance opportunities for collaboration among and between LDSSs, other local government entities, providers and consumer advocacy groups to ensure a seamless continuum of appropriate care and services to waiver participants, avoid duplication of effort, and address service policy issues as they arise.
5. 30 Pts Describe how the NHTD waiver RRDC will fit and function within the existing structure of your agency.

Discuss your organization's ability to hire/train/retain sufficient qualified staff to effectively meet the objectives of the waiver, including ongoing training opportunities to ensure that contract staff have sufficient skills to meet the electronic record keeping and data transmission needs of the program. Describe your current employees' level of computer literacy.

Identify the lead RRDS primarily responsible for reaching the performance target(s) specified in Appendix D-1, Contractors Responsibilities and Activities and discuss why they are the right persons for the job, including: knowledge of and experience with assisting individuals with disabilities (including seniors and younger adults) to access community-based services, supervisory and management experience, and other experience pertinent to fulfilling the RRDC's responsibilities for educational outreach, development of resources, budgeting, quality assurance, technical assistance and monitoring. Describe this person's knowledge of and experience with assisting individuals with disabilities to access community-based services. Provide employee's name, function, current resume and references. [Please attach resumes; do not use internal agency references.]

What percentage of the lead and assistant RRDS(s) and Nurse Evaluator's time will be devoted to this contract? Describe the ratio of RRDC staff to NHTD waiver participants and how it will be maintained as the number of enrollees increases over time.

What qualities and qualifications would you look for in hiring Nurse Evaluators and Assistant RRDS(s)?

6. To minimize the potential for conflicts of interest, it is preferred that entities selected for RRDC contracts not provide, nor be affiliated with other entities that provide Medicaid State Plan services.

(a) If the applicant will not be a provider of Medicaid State Plan services and will not be affiliated with a provider of such services, the applicant must include an affirmative statement regarding this status in lieu of the disclosure required below. Applicants so attesting will automatically be "A" pool eligible, and will not need to respond to (b) below. The scored points for (b) will not be allocated to "A" pool applicants. [See RRDC Application Review Process, Appendix A-2 - Program Specific Clauses, and Attachment 6, Applicant Affiliation Disclosure.]

16 Pts (b) If the applicant will be a provider of Medicaid State Plan services or will be affiliated with a provider of such services, the applicant must list any such services provided directly or by an entity controlled by or having control of the applicant. Applicants so attesting will automatically be “B” pool eligible. [See RRDC Application Review Process; Attachment 6, Applicant Affiliation Disclosure, and Attachment 9 for a list of Medicaid State Plan Services; include Attachment 7.]

Describe the procedures that your organization would implement and follow to prevent conflicts of interest and assure against influence in regard to the recommended service plan. Describe the procedures that your organization would implement and follow to assure that the NHTD waiver participants would have freedom of choice in the selection of a provider participating in the Medicaid program. [See Attachment 6, Applicant Affiliation Disclosure.]

Applicants will be scored within a “B” pool receiving a maximum 16 additional points for their response.

7. 20 Pts – “A” pool

24 Pts – “B” pool

Assuming a July 1, 2006 start date, submit an initial one year budget related to the provision of the contracted services in the region(s) for which you are applying. Indicate start-up expenses as distinct from annual/ongoing expenses. [See Appendix B and Attachment 3; include Attachment 3-a.]

Provide a narrative justification for each budgeted cost documented on Attachment 3-a. Explain how the percentage of time of each employee charged to this initiative has been determined. The proposed budget will be evaluated on the basis of thorough support and cost effective administration of the contracted activities and cost reasonableness within the context of the range of responsibilities of the contract, i.e. size of regional target population, geographic area and local labor market factors.

Funding received for this contract may only be used for expanded and/or new activities pursuant to this RFA and may not supplant existing funds for current staff or activities.

NOTE:

A perfect score is 100 points for “A” pool applicants that will not provide Medicaid State Plan services nor will be affiliated with such providers—the minimum passing score is 80 percent (80 points).

A perfect score for “B” pool applicants is 120 points—the minimum passing score is 80 percent (96 points).

Should there be no application with a passing score for a particular RRDC region, the Department will, in the first instance, negotiate with other geographically proximate grant awardees to provide services to the uncovered region. If this approach is unsuccessful, the State reserves the option to reissue the RFA for that specific region.

Quality Management Specialist application should address the following:

Do not respond to this section unless you are applying for the separate and discrete opportunity to provide Quality Management for the DOH NHTD waiver. The application will be considered and scored separately from any RRDC application.

If you are applying to provide Quality Management regarding implementation of the NHTD waiver, please submit your application according to the following format.

1. 5 Pts Describe the needs of those in the region you propose to serve who require a nursing home level of care but who prefer to reside in the community. Describe the barriers to successful community reintegration.
2. 5 Pts Describe your agency's Quality Management experience in the fields of health and human services. Describe what uniquely qualifies your agency to perform the responsibilities as described in this RFA.

Articulate your agency's philosophy related to consumer choice, person-centered service planning, and commitment to assuring dignity and choice for individuals with disabilities and their families.
3. 20 Pts Describe the experience and expertise in the NYS Medicaid Program's benefits and entitlements and, more specifically, with Medicaid Home and Community-Based Services waivers, of each person(s) expected to provide the contracted services. [See Appendix D-1 Contractor Responsibilities and Activities.] Provide applicable credentials, including a current resume.
4. 20 Pts Describe the experience and expertise in quality assurance and program evaluation and improvement of each person(s) anticipated to perform related services under the proposed contract. [See Appendix D-1 Contractor Responsibilities and Activities.]
5. 20 Pts Describe the experience in working collaboratively and effectively with a range of parties in identifying problems and recommending solutions pertinent to performing the contracted responsibilities. [See Appendix D-1 Contractor Responsibilities and Activities.]
6. 10 Pts It is expected that the need for consultation services may fluctuate. It is essential that the Contractor dedicate sufficient resources to this project to respond to requests for service in a manner that assures successful and timely resolution to all requests for consultation.

Accordingly, detail how you will accommodate the duties and responsibilities associated with this contract to assure prompt and timely response to the State's and providers' need for consultation. What percentage of the assigned person(s) workweek will be allocated to activities associated with the contract.

Describe your efforts, including ongoing training, to ensure that you or your staff have the appropriate equipment and skills to meet the contract requirements for electronic record keeping and data transmission.

7. To minimize the potential for conflicts of interest, it is preferred that entities selected for QMS contracts not provide, nor be affiliated with other entities that provide, Medicaid State Plan services.

If the applicant will not be a provider of Medicaid State Plan services and will not be affiliated with a provider of such services, the applicant must include an affirmative statement regarding this status in lieu of the disclosure required below. Applicants so attesting will automatically be “A” pool eligible, will be given preference in the selection process and will not need to respond to (b) below. The scored points for (b) will not be allocated to “A” pool applicants. [See RRDC Application Review Process, Appendix A-2 - Program Specific Clauses, and Attachment 6, Applicant Affiliation Disclosure.]

- 16 Pts (b.) If the applicant will be a provider of Medicaid State Plan services or will be affiliated with a provider of such services, the applicant must list any such services provided directly or by an entity controlled by or having control of the applicant. Applicants so attesting will automatically be “B” pool eligible. [See RRDC Application Review Process; Attachment 6, Applicant Affiliation Disclosure, and Attachment 9 Medicaid State Plan Services; and include Attachment 7.]

Describe the procedures that your organization would implement and follow to prevent conflicts of interest and assure against influence in regard to the recommended service plan. Describe the procedures that your organization would implement and follow to assure that the NHTD waiver participants would have freedom of choice in the selection of a provider participating in the Medicaid program.

Applicants will be scored within a “B” pool receiving a maximum 16 additional points for their response.

8. 20 Pts – “A” pool
24 Pts – “B” pool

Assuming a July 1, 2006 start date, submit an initial one year budget related to the provision of the contracted services in the region(s) for which you are applying. Indicate start-up expenses as distinct from annual ongoing expenses. [See Appendix B; Attachment 3; include Attachment 3-a.] Provide a narrative justification for each cost documented on Attachment 3-a. The proposed budget will be evaluated on the basis of thorough support, cost effective administration of the contracted activities and cost reasonableness within the context of the range of responsibilities of the contract, i.e. size of regional target population, geographic area and local labor market factors.

Funding received for this contract may only be used to expand and/or create new activities pursuant to this RFA and may not be used to supplant existing funds for current staff salary or activities.

NOTE:

A perfect score is 100 points for “A” pool applicants that will not provide Medicaid State Plan services nor will be affiliated with such providers—the minimum passing score is 80 percent (80 points).

A perfect score for “B” pool applicants is 120 points—the minimum passing score is 80 percent (96 points).

Should there be no application with a passing score for a particular QMS region, the Department will, in the first instance, negotiate with other geographically proximate grant awardees to provide services to the uncovered region. If this approach is unsuccessful, the State reserves the option to reissue the RFA for that specific region.

B. Application Format

All applications should be submitted on double-spaced typed pages (not including the cover page and attachments), using a 12-point font and one-inch margins. Applications should be clear and comprehensive, yet concise. The cover sheet should state the contract (RRDC or QMS), name and address of the applicant, as well as, the applicant's contact name and phone number, fax number and e-mail address.

The application should contain the information in each of the scored areas listed in Section V-A. Responses in each area should be completed on separate sheets of paper clearly label (e.g. V.A. 1, V.A. 2, etc). The value assigned to each scored area is an indication of the relative weight that will be given when scoring the application.

Applications for the RRDC contract should include a cover sheet that states: "Regional Resource Development Centers" and indicates the proposed region(s) to be served.

Applications for the QMS contract should include a cover sheet that states: "Quality Management Specialist Application" and indicates the proposed region(s) to be served.

C. RRDC and QMS Application Review Process

Applications will be reviewed and evaluated by the DOH Office of Medicaid Management.

To minimize the potential for conflicts of interest, it is preferred that entities selected for RRDC and QMS contracts not provide, nor be affiliated with other entities that provide, Medicaid State Plan services. Accordingly, a pooled scoring device will be implemented in the following manner:

- An applicant specifying that, if selected as an RRDC or QMS, it will not provide State Plan Medicaid services will be placed within an "A" pool established for each regional contract area.
- An applicant specifying that, if selected as an RRDC, it will provide State Plan Medicaid services will be placed within a "B" pool established for each regional contract area.
- Applications within the "A" regional pools will be evaluated and receive a score. The passing score will be 80 percent.

In the situation of a tie in the highest scoring applicants for a regional RRDC contract, the Department reserves the right to interview those applicants. The requested meeting will not be an opportunity to amend or enhance the application.

D. Method of Contract Award

The Department will award a contract to the applicant submitting the application offering the best value on the basis of the most optimized quality, cost, and efficiency among all responsive and responsible applicants.

A contract will be awarded to the applicant with highest passing score from within each regional “A” pool.

If there is no “A” pool applicant with a passing score within a region, a contract will be awarded to the applicant with highest passing score from that regional “B” pool.

While applications may be submitted for both RRDC and QMS contracts, an entity may only be selected to serve as either a RRDC or QMS contractor. In the event that an entity is the highest scoring applicant for both a RRDC and a QMS contract in a single region, the dual-winning applicant will be given a choice of the contract to be awarded.

If there are no passing applicants to provide RRDC and/or QMS functions in a certain region, the Department reserves the right to negotiate with the geographically proximate awarded RRDC and/or QMS contractor(s), approached in descending order from the highest scorer, to assume the respective NHTD waiver responsibility for the uncovered region. Should such negotiations not result in a contract, the Department reserves the right to reissue the RFA for the specific function in that region.

Following the awarding of grants from this RFA, applicants may request a debriefing from the DOH Office of Medicaid Management, limited to the positive and negative aspects of the subject application only.

VI. Attachments

- Attachment 1. Standard Grant Contract with Appendices
- Attachment 2: Letter of Interest Format
- Attachment 3: Instructions for Completing the Detailed Budget
- Attachment 3-a: Initial Start-up and Annual Budget
- Attachment 4: Grant Application Summary Form
- Attachment 5 Applicant Attestation
- Attachment 6 Applicant Affiliation Disclosure
- Attachment 7 Vendor Responsibility Questionnaire
- Attachment 8 Contractor Certification
- Attachment 9: List of Medicaid State Plan Services

Attachment 1

GRANT CONTRACT

STATE AGENCY (Name and Address):

NYS COMPTROLLER'S NUMBER:

ORIGINATING AGENCY CODE:

CONTRACTOR (Name and Address):

. TYPE OF PROGRAM(S)

.

FEDERAL TAX IDENTIFICATION NUMBER:

. INITIAL CONTRACT PERIOD

MUNICIPALITY NO. (if applicable):

. FROM:

.

. TO:

.

CHARITIES REGISTRATION NUMBER:
PERIOD:

. FUNDING AMOUNT FOR INITIAL

____ - ____ - ____ or () EXEMPT:
(If EXEMPT, indicate basis for exemption):

.

.

CONTRACTOR HAS() HAS NOT() TIMELY
FILED WITH THE ATTORNEY GENERAL'S
CHARITIES BUREAU ALL REQUIRED PERIODIC
OR ANNUAL WRITTEN REPORTS.

. MULTI-YEAR TERM (if applicable):

. FROM:

. TO:

CONTRACTOR IS () IS NOT () A SECTARIAN ENTITY
CONTRACTOR IS () IS NOT () A NOT-FOR-PROFIT ORGANIZATION

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

_____	APPENDIX A	Standard clauses as required by the Attorney General for all State contracts.
_____	APPENDIX A-1	Agency-Specific Clauses (Rev 02/03)
_____	APPENDIX A-2	Program-Specific Clauses
_____	APPENDIX B	Budget
_____	APPENDIX C	Payment and Reporting Schedule
_____	APPENDIX D/D1	Work Plan and Contract Responsibilities and Activities
_____	APPENDIX X	Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)
_____	APPENDIX E-1	Proof of Workers' Compensation Coverage
_____	APPENDIX E-2	Proof of Disability Insurance Coverage
_____	APPENDIX H	Federal Health Insurance Portability and Accountability Act and Business Associate Agreement

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

CONTRACTOR

By: _____
(Print Name)

Title: _____
Date: _____

STATE OF NEW YORK)
) SS: .
County of _____)

On the ____ day of _____, 20__, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the corporation described herein which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors of said corporation.
(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

Title: _____
Date: _____

Contract No.

STATE AGENCY

By: _____
(Print Name)

Title: _____
Date: _____

State Agency Certification:
"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

STATE COMPTROLLER'S SIGNATURE

Title: _____
Date: _____

STATE OF NEW YORK

AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

- A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
- B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.
- C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Work plan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.
- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliation's in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules and regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.
- F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claims, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules and regulations, or as stated in Appendix A-1.

VI. Safeguards for Services and Confidentiality

- A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
- B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A-1.

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$15,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$30,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired

for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off

rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, AESOB, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or

purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrades, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law § 165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St , 7th Floor
Albany, New York 12245
Telephone: 518-292-5220

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St, 2nd Floor
Albany, New York 12245
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

May, 2003

**AGENCY SPECIFIC CLAUSES FOR ALL
DEPARTMENT OF HEALTH CONTRACTS**

1. If the CONTRACTOR is a charitable organization required to be registered with the New York State Attorney General pursuant to Article 7-A of the New York State Executive Law, the CONTRACTOR shall furnish to the STATE such proof of registration (a copy of Receipt form) at the time of the execution of this AGREEMENT. The annual report form 497 is not required. If the CONTRACTOR is a business corporation or not-for-profit corporation, the CONTRACTOR shall also furnish a copy of its Certificate of Incorporation, as filed with the New York Department of State, to the Department of Health at the time of the execution of this AGREEMENT.
2. The CONTRACTOR certified that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.
3. Administrative Rules and Audits:
 - a. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs.
 - i. For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".
 - ii. For a nonprofit organization other than
 - an institution of higher education,
 - a hospital, or
 - an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular, use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.
 - iii. For an Education Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".
 - iv. For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and

Development Under Grants and Contracts with Hospitals” and, if not covered for audit purposes by OMB Circular A-133, “Audits of States and Local Governments and Non-profit Organizations”, then subject to program specific audit requirements following Government Auditing Standards for financial audits.

- b. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in “a” above.
- c. The CONTRACTOR shall comply with the following grant requirements regarding audits.
 - i. If the contract is funded from federal funds, and the CONTRACTOR spends more than \$300,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.
 - ii. If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$300,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.
- d. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:
 - i. If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
 - ii. If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.
 - iii. If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding

compliant audit reports have been submitted.

4. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.
5. FEDERAL CERTIFICATIONS: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.

a. LOBBYING CERTIFICATION

- 1) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.
- 2) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101 -121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.
- 3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.

a) The CONTRACTOR certifies, to the best of his or her

knowledge and belief, that:

- u No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.
 - u If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower

Building, Room 1315, Albany, 12237-0016.

- d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.
- 4) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:
 - a) Payments of reasonable compensation made to its regularly employed officers or employees;
 - b) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
 - c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.
- b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs whether directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards

which contain provisions for children's services and that all subrecipients shall certify accordingly.

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

- 1) APPENDIX B TO 45 CFR PART 76 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

2) *Instructions for Certification*

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d) The terms *covered transactions, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or

voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.

- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph “e” of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department agency.
- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.
8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.
9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.
10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.
11. Other Modifications
 - a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:
 - o Appendix B – Budget line interchanges;
 - o Appendix C – Section 11, Progress and Final Reports;
 - o Appendix D – Program Workplan
 - b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.
12. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the Contractor's insurance carrier and/or the Workers' Compensation Board, of coverage for
 - a. Workers' Compensation, for which one of the following is incorporated into this contract as Appendix E-1:
 - o Certificate of Workers' Compensation Insurance, on the Workers' Compensation Board form C-105.2 or the State Insurance Fund Form U-26.3 (naming the Department of Health, Corning Tower, Room 1315, Albany, 12237-0016), or

- o Affidavit Certifying That Compensation Has Been Secured, form SI-12 or form GSI 105.2, or
 - o Statement That Applicant Does Not Require Workers' Compensation or Disability Benefits Coverage, form WC/DB-100 or WC/DB-101, completed for workers' compensation; and
 - b. Disability Benefits coverage, for which one of the following is incorporated into this contract as Appendix E-2:
 - o Certificate of Disability Benefits Insurance, form DB-120.1, or
 - o Notice of Qualification as Self Insurer Under Disability Benefits Law, form DB-155, or
 - o Statement That Applicant Does Not Require Workers' Compensation or Disability Benefits Coverage, form WC/DB-100 or WC/DB-101, completed for disability benefits insurance.
13. Additional clauses as may be required under this AGREEMENT are annexed hereto as appendices and are made a part hereof if so indicated on the face page of this AGREEMENT.

APPENDIX A-2 - Program Specific Clauses

Conflict of Interest

During the term of these Contracts, the Contractor shall not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the Contractor fully performing its obligations under this Contract.

Additionally, the Contractor acknowledges that, in governmental contracting, even the appearance of a conflict of interest is harmful to the interests of the State. Thus, the Contractor agrees to refrain from any practices, activities, or relationships that could reasonably be considered to be in conflict with the Contractor's fully performing its obligations to the Department under the terms of this Contract.

In the event the Contractor is uncertain whether the appearance of a conflict of interest may reasonably exist, the Contractor shall submit to the Department a full disclosure statement setting forth the relevant details for the Department's consideration and direction. Failure to promptly submit a disclosure statement or to follow the Department's direction in regard to the apparent conflict shall be grounds for termination of the Contract.

At the time of commencement of an RRDC or QMS contract, the Contractor shall submit to DOH documentation disclosing any connections or affiliations it has with providers of Medicaid services for which it may make referrals.

For this purpose please refer to Attachment 6 and use the provided forms.

RRDC Services Prior to CMS Waiver Approval

In the event the Department has not received federal approval of the NHTD Waiver application as of the effective date of this Agreement, the Contractor shall perform only those activities, including provider and public outreach and education, related to the NHTD Waiver Program as are necessary to facilitate an efficient and effective program implementation upon receipt of such federal approval and are prior authorized by the Department. The Contractor, at the direction of the Department, will submit a work plan that describes the activities it will perform during the interim period between the effective date of this Agreement and the date of federal waiver application approval, and will make any modifications to such work plan as may be necessary to comply with the approved NHTD Waiver within fifteen (15) days of notification by the Department of the waiver requirements as approved by CMS.

The Contractor will not advise any persons expressing interest in the NHTD Waiver Program as to their likely eligibility prior to federal approval and Department authorization to commence such activities under the Agreement. The Contractor will make every effort to prevent confusion.

(A separate form **must** be submitted for each RRDC or QMS regional application.)

Proposed Contract (RRDC/QMS) _____

Organization Name: _____

Personal Service

Total Salary

TOTAL PERSONAL SERVICE:

Category:

Travel

Postage

Other Contractual Services (specify)

One Time Start Up Expenses

GRAND TOTAL

IF Federal funds are being used to support this contract, the Code of Federal Domestic Assistance (CFDA) numbers for these funds are: *(required)*

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

I. Payment and Reporting Terms and Conditions

- A. The STATE may, at its discretion, make an advance payment to the CONTRACTOR, during the initial or any subsequent PERIOD, in an amount to be determined by the STATE but not to exceed 25 percent of the maximum amount indicated in the budget as set forth in the most recently approved Appendix B. If this payment is to be made, it will be due thirty calendar days, excluding legal holidays, after the later of either:
- υ the first day of the contract term specified in the Initial Contract Period identified on the face page of the AGREEMENT or if renewed, in the PERIOD identified in the Appendix X, OR
 - υ if this contract is wholly or partially supported by Federal funds, availability of the federal funds;

provided, however, that the STATE has not determined otherwise in a written notification to the CONTRACTOR suspending a Written Directive associated with this AGREEMENT, and that a proper voucher for such advance has been received in the STATE's designated payment office. If no advance payment is to be made, the initial payment under this AGREEMENT shall be due thirty calendar days, excluding legal holidays, after the later of either:

- υ the end of the first quarterly period of this AGREEMENT; or
- υ if this contract is wholly or partially supported by federal funds, availability of the federal funds:

provided, however, that the proper voucher for this payment has been received in the STATE's designated payment office.

- B. No payment under this AGREEMENT, other than advances as authorized herein, will be made by the STATE to the CONTRACTOR unless proof of performance of required services or accomplishments is provided. If the CONTRACTOR fails to perform the services required under this AGREEMENT the STATE shall, in addition to any remedies available by law or equity, recoup payments made but not earned, by set-off against any other public funds owed to CONTRACTOR.
- C. Any optional advance payment(s) shall be applied by the STATE to future payments due to the CONTRACTOR for services provided during initial or subsequent PERIODS. Should funds for subsequent PERIODS not be appropriated or budgeted by the STATE for the purpose herein specified, the STATE shall, in accordance with Section 41 of the State Finance Law,

have no liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and cancelled.

- D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program workplan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller.
- E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix below. In addition, a final report must be submitted by the CONTRACTOR no later than 90 days after the end of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.
- F. The CONTRACTOR shall submit to the STATE quarterly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located at:

Nursing Home Transitions and Diversion Waiver Program
Bureau of Long Term Care
Office of Medicaid Management
New York State Department of Health
99 Washington Avenue, Suite 826
Albany, New York 12260
Attn: Theresa Lieberman

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than 90 days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the CONTRACTOR exceed the budget amount approved by the STATE, and, if actual expenditures by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual expenditures. All contract advances in excess of actual expenditures will be recouped by the STATE prior to the end of the applicable budget period.

II. Progress and Final Reports

A. Narrative/Qualitative Report

The Contractor will submit quarterly, no later than 90 days from the end of the calendar quarter, a report in narrative form, summarizing the services rendered during the prior period and providing details of the progress made toward attaining the qualitative goals enumerated in the Program Workplan (Appendix D). An annual report will replace the fourth quarter report.

B. Statistical/Quantitative Report

The Contractor will submit quarterly, no later than 90 days from the end of the calendar quarter, a detailed report analyzing the quantitative aspects of the program plan, as appropriate.

[Note: The narrative and statistical reports should address all goals and objectives of the Contract project and include a discussion of the problems encountered and the steps taken to resolve them.]

C. Expenditure Report

The Contractor will submit quarterly, no later than 90 days from the end of the calendar quarter, a detailed expenditure report, by object of expense. This report will accompany the voucher submitted for such period.

D. Annual Equipment Inventory

The Contractor will maintain a complete inventory of all equipment, with an acquisition value greater than \$200, purchased pursuant to this contract.

The Contractor will submit, no later than 90 days from the end of the each annual contract period, an inventory of equipment purchased during the contract period, including an initial inventory of equipment on hand at the start of the contract period.

E. Final Report

The Contractor will submit a final report, as required by the Contract, reporting on all aspects of the program, detailing how the use of grant funds were used in achieving the goals set forth in the program Workplan. This will include final Narrative/Qualitative, Statistical/Quantitative, Expenditure, and Equipment Inventory reports as described above that are due no later than 90 days after the end of the final contract period.

APPENDIX D

Work Plan

To be completed by awarded Contractor and approved by DOH.

APPENDIX D-1

Contractor Responsibilities and Activities

Regional Resource Development Center Contractor

- Encourage collaboration among local stakeholders including government entities, service providers, and advocacy groups;
- The RRDC will employ, either directly or by contract, one or more qualified individuals, who have the education, training and experience specified in this RFA, to be RRDSs and will assign to the RRDSs the appropriate functions and activities;
- Determine waiver participant eligibility and review Service Plans
 - RRDSs will meet with prospective waiver participants to complete an intake interview and determine if the individual is a probable candidate for this waiver.
 - RRDS from the region to which a prospective participant wishes to relocate is responsible for the applicant and may be required to travel to the current location to meet with the individual within New York or to another state.
 - Make referrals to the appropriate LDSS to determine Medicaid eligibility; if appropriate, offer applicant the opportunity to participate in the NHTD waiver.
 - Make referrals to other available services if the individual is found not appropriate for participation in the NHTD waiver program.
 - Work in coordination with the LDSS to appropriately use Medicaid State Plan and NHTD waiver services for eligible applicants.
 - Provide prospective participants with a choice among available waiver Service Coordinators. The Service Coordinator will work with the individual to complete the Application Package—the formal request to participate in the NHTD waiver.
 - Review, monitor and approve NHTD waiver participant Service Plans developed by the participant and the Service Coordinator. Once approved, the Plan shall be updated and submitted to the RRDS every six months to assure the quality and cost effectiveness of all provided waiver services.
- Provide Nursing Evaluation Services
 - The RRDC will employ, either directly or under contract, a Registered Nurse (hereinafter referred to as “Nurse Evaluator”) certified or able to be PRI/SCREEN certified to evaluate, as necessary, new participants and participants returning to the community following a significant medical event that may have altered the individual’s cognitive or physical abilities.
 - The Nurse Evaluator will provide the results of his/her evaluation to the Service Coordinator selected by the participant, as well as to other appropriate parties at the direction of the Department.

- The RRDS will coordinate participant evaluation activities with the RRDC Nurse Evaluator.
- NYS may require some or all entities contracted as RRDCs to be licensed as Licensed Home Care Agencies for the purpose of contracting with Local Departments of Social Services to perform evaluations of waiver participants for certain state plan Medicaid services.
- Meet Aggregate Budgeting Targets
 - Maintain an aggregate average participant service cost within targets established by DOH, to achieve waiver cost-effectiveness.

The aggregate average, based on the total Medicaid service cost for all waiver participants taken as a single statewide group, will not exceed that of serving such individuals in an institutional setting.

While the costs of providing necessary care and supports to some individuals in the community may exceed that of a nursing home, others who require less expensive services should balance and maintain the group's overall Medicaid cost at the required level. It is the group's mix of required services rather than the cost for any one participant that must be managed. DOH will provide the aggregate Medicaid cost targets.

 - The RRDC shall not exceed its targeted aggregate waiver cost level without prior consent from DOH.
- Develop Regional Resources
 - Work closely with DOH to assess and identify sufficient regional waiver and non-waiver service capacity to meet the demands for waiver participation in the contracted area.
 - Work closely with DOH to disseminate public information and education regarding the needs of people with disabilities and their family members and regional community-based resources.
 - Develop strong working relationships between the RRDS and regionally based inpatient rehabilitation units and long-term care facilities to identify prospective participants and facilitate community re-entry from these institutions.
 - Provide data to DOH regarding regional needs, outcomes, quality assurance and improvement and cost savings as part of quarterly reports and at other times upon request.
 - Provide cross-training, technical assistance and otherwise share individual areas of expertise with other regions.
- Manage Provider Enrollment and Training
 - RRDS will interview potential waiver service providers and make enrollment recommendations to DOH based on factors such as the provider's

understanding of the waiver's philosophy of participant choice and control, and the assessed ability to deliver high quality, cost effective services.

- RRDS will train service providers and offer technical assistance on the needs of the waiver participants, development and implementation of comprehensive waiver Service Plans, and standard documentation and reporting requirements.
- Manage Data / Participant Records and Reports
 - Work closely with DOH staff to provide information, records, and statistical and narrative reports as needed regarding all aspects of the administration of the NHTD waiver in their region.
 - Maintain participant applications, Service Plans, and reports in a manner consistent with State standards for electronic transfer and information sharing.
 - Maintain a database to ensure efficient management of the Service Plan review process, regional budgeting requirements, incident reporting and other information as determined by the Department.
- Meet General Administrative Requirements
 - Assure that appropriate RRDC staff attend quarterly meetings in Albany and at other times/places upon the request of DOH. The RRDC regional budget shall reflect all related travel costs, not to exceed the rate set for New York State employee travel reimbursement, and all other expenses associated with project activities. [NYS Travel regulations on-line at:<http://www.osc.state.ny.us/agencies/travel/2004-05rate.htm>]
 - Prepare and submit quarterly reports summarizing services provided and progress made toward attaining the program objectives articulated in the contract work plan. [See Appendix C – E and Appendix D and D-1.]
 - Prepare and submit annual reports, on behalf of the RRDC, detailing use of grant funds for the full range of program activities undertaken to implement the contract work plan. [See Appendix C – E and Appendix D and D-1.]
 - Make recommendations, based on experience with waiver activities and ongoing administration of the program, to DOH for improvements to NHTD waiver policies and procedures.
 - Maintain information technology (IT) systems compatible with DOH software and internet service capable of servicing e-mail and e-file transfers.

Quality Management Specialist Contractor

- Serve as Department of Health Liaison – Act as an effective liaison between DOH, RRDSs, Service Coordinators, providers, and waiver participants, and others designated by DOH and assist DOH staff regarding any function of the NHTD waiver, as needed.

- Provide Quality Management Oversight
 - Assist in the retrospective review of a sample of NHTD waiver Service Plans as part of the NYS Quality Management program and to confirm adherence to proper authorization procedures and satisfaction of federal review requirements.
 - Review all Service Plans over a certain monetary amount that will be determined by the Department and set forth in the Work Plan. [Appendix D]
 - Assist RRDSs to review and/or investigate reported service incidents.
 - Sample and review closed incident reports to assure that cases were handled appropriately.
 - Review all Incident Reporting Forms in cases of an allegation of abuse, neglect, or when a waiver participant dies.
 - Review Incident Reports and use the electronic database to identify service trends and emerging issues and concerns.
- Provide Technical Assistance, written guidance and training to RRDC staff and waiver providers, as needed. This may include assistance to RRDSs in reviewing applications and/or service plans.
- Conduct Participant Satisfaction Surveys
 - Survey a random statistically relevant sample of waiver participants regarding their satisfaction with services received using standardized survey tools as approved by the Department. Prepare reports as delineated in completed Work Plan. [Appendix D]
- Meet General Administrative Requirements
 - Attend quarterly meetings in Albany and at other times/places upon the request of DOH. The QMS regional budget shall reflect all related travel costs, not to exceed the rate set for New York State employee travel reimbursement, and all other expenses associated with project activities. [NYS Travel regulations on-line at: <http://www.osc.state.ny.us/agencies/travel/2004-05rate.htm>]
 - Submit quarterly reports summarizing services provided and progress made toward attaining the program objectives articulated in the contract Work Plan. [See Appendix C and Appendix D]
 - Submit annual reports, detailing the full range and outcomes of QMS activities undertaken to implement the contract Work Plan. [See Appendix C and Appendix D.]
 - Make recommendations, based on experience with consultant activities, to DOH for improvements to NHTD waiver policies and procedures.
 - Maintain information technology (IT) systems compatible with DOH software and internet service capable of servicing e-mail and e-file transfers.

APPENDIX E-1

Proof of Workers' Compensation

APPENDIX E-2

Proof of Disability Coverage

APPENDIX H

Federal Health Insurance Portability and Accountability Act (HIPAA) Business Associate Appendix

I. Definitions:

- (a) A Business Associate shall mean the CONTRACTOR.
- (b) A Covered Program shall mean the STATE.
- (c) Other terms used, but not otherwise defined, in this agreement shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, including those at 45 CFR Parts 160 and 164.

II. Obligations and Activities of the Business Associate:

- (a) The Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.
- (b) The Business Associate agrees to use the appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement and to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic Protected Health Information that it creates receives, maintains or transmits on behalf of the Covered Entity pursuant to this Agreement.
- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Agreement.
- (d) The Business Associate agrees to report to the Covered Program, any use or disclosure of the Protected Health Information not provided for by this Agreement, as soon as reasonably practicable of which it becomes aware. The Business Associate also agrees to report to the Covered Entity any security incident of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Program, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- (f) The Business Associate agrees to provide access, at the request of the Covered Program, and in the time and manner designated by the Covered Program, to Protected Health Information in a Designated Record Set, to the Covered Program or, as directed by the Covered Program, to an Individual in order to meet the requirements under 45 CFR 164.524, if the business associate has protected health information in a designated record set.

- (g) The Business Associate agrees to make amendment(s) to Protected Health Information in a designated record set that the Covered Program directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Program or an Individual, and in the time and manner designated by Covered Program, if the business associate has protected health information in a designated record set.
- (h) The Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, the Covered Program available to the Covered Program, or to the Secretary of Health and Human Services, in a time and manner designated by the Covered Program or the Secretary, for purposes of the Secretary determining the Covered Program's compliance with the Privacy Rule.
- (i) The Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528. No such disclosures shall be made without the prior written permission of the New York State Department of Health, Office of Medicaid Management.
- (j) The Business Associate agrees to provide to the Covered Program or an Individual, in time and manner designated by Covered Program, information collected in accordance with this Agreement, to permit Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

III. Permitted Uses and Disclosures by Business Associate

(a) General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Program as specified in the Agreement to which this is an addendum, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Program.

(b) Specific Use and Disclosure Provisions:

- (1) Except as otherwise limited in this Agreement, and only with the prior written permission of the Department the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- (2) The Business Associate may use Protected Health Information to report violations of law to appropriate federal and State authorities, consistent with 45 CFR ' 164.502(j)(1).

IV. Obligations of Covered Program

Provisions for the Covered Program To Inform the Business Associate of Privacy Practices and Restrictions

- (a) The Covered Program shall notify the Business Associate of any limitation(s) in its notice of privacy practices of the Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
- (b) The Covered Program shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
- (c) The Covered Program shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Program has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

V. Permissible Requests by Covered Program

The Covered Program shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Program. Such Medicaid Protected Health Data may not be in any way permanently combined with other information gained from other sources.

VI. Term and Termination

- (a) *Term.* Effective April 14, 2003 in the event of termination for any reason, all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in The Agreement.
- (b) *Termination for Cause.* Upon the Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for the Business Associate to cure the breach and end the violation or may terminate this Agreement and the master Agreement if the Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or the Covered Program may immediately terminate this Agreement and the master Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible.

(c) *Effect of Termination.*

- (1) Except as provided in paragraph (c)(2) below, upon termination of this Agreement, for any reason, the Business Associate shall return or destroy all Protected Health Information received from the Covered Program, or created or received by the Business Associate on behalf of the Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.
- (2) In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. Violations

- (a) It is further agreed that any violation of this agreement may cause irreparable harm to the State, therefore the State may seek any other remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.
- (b) The business associate shall indemnify and hold the State harmless against all claims and costs resulting from acts/omissions of the business associate in connection with the business associate's obligations under this agreement.

Miscellaneous

- (a) *Regulatory References.* A reference in this Agreement to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- (b) *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Program to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- (c) *Survival.* The respective rights and obligations of the Business Associate under Section VI of this Agreement shall survive the termination of this Agreement.
- (d) *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Program to comply with the HIPAA Privacy Rule.
- (e) If anything in this agreement conflicts with a provision of any other agreement on this matter, this agreement is controlling.

- (f) *HIV/AIDS*. If HIV/AIDS information is to be disclosed under this agreement, the business associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.

APPENDIX X

Agency Code _____

Contract No. _____

Period _____

Funding Amount for Period _____

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through _____, having its principal office at _____ (hereinafter referred to as the STATE), and _____ (hereinafter referred to as the CONTRACTOR), for modification of Contract Number as amended in attached Appendix(ices)_____.

All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under these signatures.

_____	_____
CONTRACTOR SIGNATURE	STATE AGENCY SIGNATURE
By: _____	By: _____
Printed Name	Printed Name
Title: _____	Title: _____
Date: _____	Date: _____
	State Agency Certification:
	"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

STATE OF NEW YORK)
) SS: .
County of _____)

On the ____ day of _____, 20__, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the corporation described herein which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors of said corporation.

(Notary) _____

STATE COMPTROLLER'S SIGNATURE

Title: _____
Date: _____

Attachment 2

Letter of Interest

Your Name _____

Organization _____

Address _____

Date _____

Ms. Betty Rice, Director
Division of Consumer and Local District Relations
Office of Medicaid Management
New York State Department of Health
99 Washington Avenue, Suite 826
Albany, New York 12260

Attention: Theresa Lieberman

Re: RFA # _____

Dear Ms. Rice:

This letter is to indicate our interest in the Request for Applications (RFA) for _____ (Regional Resource Development Center and/or QMS) and to request that our organization be placed on the mailing list for any updates, written responses to questions, or amendments to the RFA.

Additionally, we _____ (will/will not) be attending the applicant conference on _____.

Sincerely,

Attachment 3

Instructions for Completing the Detailed Budget

Your application should be detailed and include a copy of your most recent, audited financial statement. Should audited statements not be required for your organization, please submit the most recent financial statement. It is anticipated that contracts resulting from this RFA will start on July 1, 2006, and continue through September 30, 2009. Accordingly, submit an initial one year budget related to the provision of the contracted services in the region(s) for which you are applying. Indicate start-up expenses as distinct from the expected costs of ongoing activities. [See Appendix B and Attachment 3; include Attachment 3-a.]

Proposed Budget

The Summary Budget summarizes all project costs on a single page (SEE APPENDIX B). The Detailed Budget forms (SEE ATTACHMENT 3-A) should be used to provide a complete cost breakdown. The budget should reflect all costs and funding sources for the project. All amounts are to be expressed in terms of whole dollars rounded to the nearest hundred. Total Direct Costs should equal the sum of total Personal Service and total Other Than Personal Service (OTPS).

Indirect costs are not allowable for reimbursement in these grant contracts.

Column 1: Total Amount Required: All funds necessary to operate program, including applicant funds and funds requested from this program.

Column 2: Applicant Funds: Funds available from the applicant's own sources and monetary value of in-kind services.

Column 3: Funds requested from the NHTD waiver.

Note: All columns should be totaled.

Detailed Personal Services Budget

In column 1: Enter all jobs connected with administration or service provision of the program, regardless of funding source or present vacancy. List each item separately and group by similar job title.

In column 2: Enter the annual salary rate for each position that will be filled for all or any part of the fiscal period.

In column 3: Enter the number of months the position will be filled during the fiscal period.

In column 4: Enter the percent of time or effort the staff person will devote to the program during the number of months indicated in column 3.

In column 5, Enter the total funding required for each position. Use the following formula to determine Total Amount Required.

12-Month Salary (column 2)	X	Number of Months (column 3)	X	Percent of Time (column 4)	=	Total Amount Required (column 5)
----------------------------------	---	-----------------------------------	---	----------------------------------	---	--

In column 6, Enter the amount of funding the applicant will be providing for each position. (In-kind contributions will not to be directly scored in this grant.)

In column 7, Enter the amount of NHTD RRDC funds requested from New York State.

Fringe Benefits: In the fringe benefits row, enter the fringe benefits rate applicable to employees of the agency. Multiply the fringe benefit rate only for those employees to whom it applies.

Total Personal Services is calculated by adding the subtotal and the fringe benefits.

Detailed Other Than Personal Services (OTPS) Budget

In each OTPS category, list the items included in the requested budget.

Contractual: This section should include the acquisition of all personal services, as well as property or equipment purchased through a formal contract agreement.

Equipment: This includes stationary and movable equipment to be used in carrying out the objectives of the project. The cost of a single unit or piece of equipment includes necessary accessories. If the applicant policy provides that the charges for transportation, protective in-transit insurance and installation are a part of the cost of equipment, such charges will be included in the equipment costs.

Staff Development: This line includes costs incurred for stipends, travel, tuition, fees and other costs incurred when staff attend training sessions. Training material purchased for in-house instruction and other services used to provide training to project staff should also be included on this line. Please categorize training costs as Training, Travel per Diem, Training Consultants, or Other and detail expected costs.

Other: All other allowable costs incurred exclusively and directly for this project pursuant to the agency's operation of the NHTD RRDC should be included on this line, including: supplies, medical and non-medical, travel (exclusive of training costs), maintenance and operation (including rent for space and building and cleaning maintenance), communications (including telephone expenses), postage and printing, and all other items or services purchased for the provision of contracted services. Itemize line items under the categories indicated on the detailed budget page, i.e.:

- Supplies and Materials: educational materials and office supplies
- Travel
- Communications: telephone, postage, printing, advertising and
- Maintenance and Operations: occupancy, utilities, janitorial services

In column 1, enter the total amount required for each OTPS category.

In column 2, enter the amount of funding the applicant will provide for each category.

In column 3, enter the amount of NHTD RRDC funding requested from the State.

Detailed OTPS Items

Provide a detailed breakdown for all OTPS items. Attach additional pages as necessary. Include the following:

1. Fringe Benefits: provide detail of all components included in your rate calculation;
2. Contractual Staff: estimate number of hours and rate of pay;
3. Equipment: provide narrative justification;
4. Training: detail skill area, frequency and targeted employees;
5. Supplies: provide narrative justification;
6. Staff and Client Travel: include anticipated meeting costs, fares, etc.;
7. Communications: provide breakdown by category (i.e. telephone, postage, advertising and media campaigns);
8. Maintenance and Operations: occupancy costs should include square foot value of space and total square footage; and
9. Other: miscellaneous items in excess of \$500 should be detailed.
10. Separately identify one-time startup expenses.

Attachment 3a

Initial One Year Budget

(A separate form ***must*** be submitted for each contract/regional application)

Proposed Contract (RRDC/QMS) _____

Proposed Region _____

TOTAL INITIAL ONE YEAR BUDGET

	Total Amount Required	Applicant Funds	Funds Requested
Personal Service	\$	\$	\$
Other Than Personal Service	\$	\$	\$
Total for one year	\$	\$	\$

DETAILED PERSONAL SERVICES for INITIAL ONE YEAR BUDGET

Job Titles	Monthly Salary	Number of Months Position will be Filled	Percent of Time Devoted to NHTD RRDC Project	Total Amount Required	Applicant Funds	Amount Requested
Subtotal						
Fringe Benefit at %						
Total						

DETAILED OTHER THAN PERSONAL for INITIAL ONE YEAR BUDGET

Budget Item	Total Amount	Applicant Funds	Amount Requested
Supplies	\$	\$	\$
Travel	\$	\$	\$
Communication Telephone Postage	\$	\$	\$
Maintenance & Operations Rent Utilities Janitorial Services Copy Machine rental & maint.	\$	\$	\$
One Time Start-Up Items	\$	\$	\$
Total	\$	\$	\$

Attachment 4

**NEW YORK STATE DEPARTMENT OF HEALTH
GRANT APPLICATION SUMMARY FORM**

(Please submit a separate form for each contract/regional application.)

PROGRAM <input type="checkbox"/> Regional Resource Development Centers <input type="checkbox"/> Quality Management Specialist	<u>Applicant Will provide:</u> NHTD waiver services Yes <input type="checkbox"/> No <input type="checkbox"/> Medicaid State Plan Services Yes <input type="checkbox"/> No <input type="checkbox"/>
1. TITLE OF PROJECT (PROGRAM) / Region	
2. NAME AND ADDRESS OF APPLICANT <div style="text-align: right;"> <u>Internet Address(s):</u> e-Mail _____ Web-site _____ </div>	
3. EMPLOYER IDENTIFICATION NUMBER (Fed EIN) _____	6. BUDGET PERIOD
4. NOT-FOR-PROFIT STATUS Yes <input type="checkbox"/> No <input type="checkbox"/> NYS Charity Registration Number _____	7. AMOUNT REQUESTED FOR BUDGET PERIOD
5. DIRECTOR OF PROJECT (Program or Center Director, Coordinator or Principal Investigator) NAME TITLE OFFICE TELEPHONE OFFICE FAX NUMBER e-Mail Address	8. FINANCIAL MANAGEMENT OFFICIAL NAME TITLE OFFICE TELEPHONE OFFICE FAX NUMBER e-Mail Address

Attachment 5

Applicant Attestation

(Must be attached to application packet)

I certify that the information provided is correct. I understand and agree that, at any time, the State may review all employer records and documentation necessary to ensure compliance with the requirements of the demonstration and that any monies found to have been expended which are not in compliance with the terms and conditions of the grant may be recouped by the State. The applicant further agrees to comply with the requirements of the RFA including all appendices.

I certify that, if awarded a RRDC or a QMS contract, my organization including our employees and/or subcontractors will not provide NHTD waiver services.

I certify that, if awarded a RRDC or a QMS contract, my organization including our employees and/or subcontractors ____ (will or will not) provide State Plan Medicaid services.

I certify that my organization will provide, and our staff able to use, computer software compatible with the products used by the Department to organize, analyze and store waiver participant data and information about available community resources and to transfer reports and other information to the DOH Bureau of Long Term Care via e-mail.

[Note: At least one copy of the submitted applications must contain original signatures.]

Signature of official from lead organization: _____

Print/type Name: _____

Title and Organization: _____

Correspondence Address: _____

E-mail Address: _____

Telephone: _____

Fax Number: _____

Date Signed: _____

Attachment 6

Applicant Affiliation Disclosure

Corporate Summary

Use the form provided in Attachment 7 to complete the following requirements:

1. Provide a brief description, including name and address, of the applicant. Include a chart describing the applicant's owners, members or other controlling relationships and identifying agencies or entities of which the applicant is an owner, or member or is somehow related/affiliated. Complete the Contractor/Subcontractor Background Questionnaire for the applicant and any subcontractors that are to be used.
2. List the name, title and responsibilities of all officers, identifying those who are authorized to negotiate a contract with the Department and who will have ultimate responsibility and accountability for this contract.
3. Describe the role of Board members in governance and policy making.
4. Give the full name and address of any organization with which the applicant will subcontract for any services under the project and mechanisms for assuring effective and efficient operations. List responsible officers of each subcontractor, including those individuals authorized to negotiate for subcontractors. List any financial interest the applicant has in proposed subcontractors. Evidence of a potential subcontractor's willingness to participate or enter into sub-contractual arrangements should be included.
5. Describe any litigation in which the offeror is presently involved.

NHTD Waiver Service Provider Status

1. Entities awarded a RRDC contract, including their employees and/or subcontractors **will not** be authorized to provide NHTD waiver services.
2. Entities awarded a QMS contract, including their employees and/or subcontractors **will not** be authorized to provide NHTD waiver services.
3. Such applicants must include an affirmative statement of this status. [Attachment 5 **must** be signed and attached to the application to so attest.]
4. A list of any members or subcontractors of your agency who are providers of NHTD waiver services **must** be attached to your application. Also, list any organizations or agencies of which you are a member that provide NHTD waiver services. Describe for each the nature of the relationship and any factors that preserve the autonomy of the applicant. and procedures that you, if awarded a contract, will implement to prevent preferential treatment in making referrals for waiver services for your benefit or the benefit of your associated member organizations, agencies or subcontractors.

Medicaid State Plan Service Provider Status

1. To minimize the potential for conflicts of interest, it is preferred that entities selected for RRDC or QMS contracts not provide nor be affiliated with other entities that provide Medicaid State Plan services. Such applicants must include an affirmative statement of this status in lieu of the disclosure required below. [Attachment 5 **must** be signed and attached to the application to so attest.]
2. Applicants that will provide or that will be affiliated with other entities that provide Medicaid State Plan services must state how they will avoid potential conflicts of interest. [Attachment 5 **must** be signed and attached to the application to so attest.]

A list of any members or subcontractors of your agency who are providers of Medicaid State Plan services, including services that they provide, **must** be attached to your application. Also, a list of any organizations or agencies of which you are a member that provide Medicaid State Plan services **must** be attached to your application. **Describe for each** the nature of the relationship and any factors that preserve the autonomy of the applicant. and procedures that you, if awarded a contract, will implement to prevent preferential treatment in making referrals for waiver services for your benefit or the benefit of your associated member organizations, agencies or subcontractors.

Attachment 7

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS
VENDOR RESPONSIBILITY QUESTIONNAIRE

Instructions:

A contracting agency is required to conduct a review of a prospective contractor to provide reasonable assurances that the vendor is responsible. This questionnaire is designed to provide information to assist a contracting agency in assessing a vendor's responsibility prior to entering into a contract with the vendor. Vendor responsibility is determined by a review of each applicant's authorization to do business in New York, business integrity, financial and organizational capacity, and performance history. [See RFA Section IV-D Vendor Responsibility.]

Prospective contractors must answer every question contained in this questionnaire. Each "Yes" response requires additional information. The vendor must attach a written response that adequately details each affirmative response. The completed questionnaire and attached responses will become part of the procurement record.

It is imperative that the person completing the vendor responsibility questionnaire be knowledgeable about the proposing contractor's business and operations as the questionnaire information must be attested to by an owner or officer of the vendor.

Please read the certification requirement at the end of this questionnaire.

FEIN #

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS

VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: <input type="checkbox"/> PRIME CONTRACTOR <input type="checkbox"/> SUB-CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FILED:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE</i> , if different from above		10. TELEPHONE NUMBER	11. FAX NUMBER
12. PRIMARY PLACE OF BUSINESS IN NEW YORK STATE IS: <input type="checkbox"/> Owned <input type="checkbox"/> Rented If rented, please provide landlord's name, address, and telephone number below:		13. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail	
14. VENDOR'S BUSINESS ENTITY IS (please check appropriate box and provide additional information):			
a) <input type="checkbox"/> Business Corporation	Date of Incorporation	State of Incorporation*	
b) <input type="checkbox"/> Sole Proprietor	Date Established		
c) <input type="checkbox"/> General Partnership	Date Established		
d) <input type="checkbox"/> Not-for-Profit Corporation	Date of Incorporation	State of Incorporation* Charities Registration Number	
e) <input type="checkbox"/> Limited Liability Company (LLC)	Date Established		
f) <input type="checkbox"/> Limited Liability Partnership	Date Established		
g) <input type="checkbox"/> Other – Specify:	Date Established	Jurisdiction Filed (if applicable)	
* If not incorporated in New York State, please provide a copy of authorization to do business in New York.			
15. PRIMARY BUSINESS ACTIVITY - (Please identify the primary business categories, products or services provided by your business)			
16. NAME OF WORKERS' COMPENSATION INSURANCE CARRIER:			
17. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS AND THE THREE OFFICERS WHO DIRECT THE DAILY OPERATIONS OF THE VENDOR (Attach additional pages if necessary):			
a) NAME (print)	TITLE	b) NAME (print)	TITLE
c) NAME (print)	TITLE	d) NAME (print)	TITLE

FEIN #

A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A “YES,” AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE CONTRACTING AGENCY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.

18. Is the vendor certified in New York State as a (check please): <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Women's Business Enterprise (WBE) <input type="checkbox"/> Disadvantaged Business Enterprise (DBE)? Please provide a copy of any of the above certifications that apply.	<input type="checkbox"/> Yes <input type="checkbox"/> No
19. Does the vendor use, or has it used in the past ten (10) years, any other Business Name, FEIN, or D/B/A other than those listed in items 2-4 above? <i>List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
20. Are there any individuals now serving in a managerial or consulting capacity to the vendor, including principal owners and officers, who now serve or in the past three (3) years have served as: a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service.</i> b) A full or part-time employee in a New York State agency or as a consultant, in their individual capacity, to any New York State agency? <i>List each individual's name, business title or consulting capacity and the New York State agency name, and employment position with applicable service dates.</i> c) If yes to item #20b, did this individual perform services related to the solicitation, negotiation, operation and/or administration of public contracts for the contracting agency? <i>List each individual's name, business title or consulting capacity and the New York State agency name, and consulting/advisory position with applicable service dates. List each contract name and assigned NYS number.</i> d) An officer of any political party organization in New York State, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political party position held with applicable service dates.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

21. Within the past five (5) years, has the vendor, any individuals serving in managerial or consulting capacity, principal owners, officers, major stockholder(s) (10% or more of the voting shares for publicly traded companies, 25% or more of the shares for all other companies), affiliate⁴ or any person involved in the bidding or contracting process:

- a)** 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; ☐ Yes ☐ No
 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;
 3. entered into an agreement to a voluntary exclusion from bidding/contracting;
 4. had a bid rejected on a New York State contract for failure to comply with the MacBride Fair Employment Principles;
 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;
 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise denied, de-certified, revoked or forfeited;
 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;
 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or
 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract?

- b)** been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? ☐ Yes ☐ No

- c)** been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination for violations of: ☐ Yes ☐ No
 1. federal, state or local health laws, rules or regulations, including but not limited to Occupational Safety & Health Administration (OSHA) or New York State labor law;
 2. state or federal environmental laws;
 3. unemployment insurance or workers' compensation coverage or claim requirements;
 4. Employee Retirement Income Security Act (ERISA);
 5. federal, state or local human rights laws;
 6. civil rights laws;
 7. federal or state security laws;

<p>8. federal Immigration and Naturalization Services (INS) and Alienage laws; 9. state or federal anti-trust laws; or 10. charity or consumer laws? <i>For any of the above, detail the situation(s), the date(s), the name(s), title(s), address(es) of any individuals involved and, if applicable, any contracting agency, specific details related to the situation(s) and any corrective action(s) taken by the vendor.</i></p>	
<p>22. In the past three (3) years, has the vendor or its affiliates¹ had any claims, judgments, injunctions, liens, fines or penalties secured by any governmental agency? <i>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as “open” or “unsatisfied.”</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>23. Has the vendor (for profit and not-for profit corporations) or its affiliates¹, in the past three (3) years, had any governmental audits that revealed material weaknesses in its system of internal controls, compliance with contractual agreements and/or laws and regulations or any material disallowances? <i>Indicate if this is applicable to the submitting vendor or affiliate. Detail the type of material weakness found or the situation(s) that gave rise to the disallowance, any corrective action taken by the vendor and the name of the auditing agency.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>24. Is the vendor exempt from income taxes under the Internal Revenue Code? <i>Indicate the reason for the exemption and provide a copy of any supporting information.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>25. During the past three (3) years, has the vendor failed to:</p> <p>a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i></p> <p>b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>26. Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates¹ within the past seven (7) years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates regardless of the date of filing? <i>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate’s name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

27. Is the vendor currently insolvent, or does vendor currently have reason to believe that an involuntary bankruptcy proceeding may be brought against it? <i>Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
28. Has the vendor been a contractor or subcontractor on any contract with any New York State agency in the past five (5) years? <i>List the agency name, address, and contract effective dates. Also provide state contract identification number, if known.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
29. In the past five (5) years, has the vendor or any affiliates ¹ : a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; b) received an overall unsatisfactory performance assessment from any government agency on any contract; or c) had any liens or claims over \$25,000 filed against the firm which remain undischarged or were unsatisfied for more than 90 days ? <i>Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

Attachment 8

Contractor Certification

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- has not altered the content of the questions in the questionnaire in any manner;
- has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- is knowledgeable about the submitting vendor's business and operations;
- understands that New York State will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and
- is under duty to notify the procuring State Agency of any material changes to the vendor's responses herein prior to the State Comptroller's approval of the contract.

Name of Business	Signature of Owner/Officer_____
Address	Printed Name of Signatory
City, State, Zip	Title

Sworn to before me this _____ day of _____, 20____;

Notary Public

Print Name

Signature

Date _____

Attachment 9

Applicable NYS Medicaid State Plan Services

Inpatient and outpatient hospital services, including emergency room services

Services of licensed medical professionals, specifically: physicians, dentists, Nurse practitioners, nurse-midwives, private duty nursing, clinical psychologists, physical/occupational/speech therapists and audiologists

Nursing facility services, including adult day health care

Certified home health agency services

Free-standing clinic services, including rural health centers and federally qualified health centers

Laboratory and radiology services

Services of chiropractors, podiatrists, portable x-ray providers and clinical social workers for the coinsurance and deductibles for qualified Medicare beneficiaries

Intermediate care facility services for individuals with developmental disabilities

Optometrist services, eyeglasses, prosthetic and orthotic devices; and hearing aids

Prescription and non-prescription drugs; durable medical equipment; and medical and surgical supplies

Personal emergency response services

Diagnostic, screening, preventive and rehabilitative services (such as Office of Mental Health rehabilitation services in community residences, Assertive Community Treatment, Teaching Family Homes, Family Based Treatment, Intensive Psychiatric Rehabilitative Treatment and Personalized Recovery Oriented Services)

Personal care services, including the Consumer Directed Personal Assistance Program and Assisted Living Programs

Transportation to Medicaid covered services

Hospice

Comprehensive Medicaid Case Management (such as the Office of Mental Retardation and Developmental Disabilities' Medicaid Service Coordination)

Inpatient psychiatric facility services for individuals under 21

Child (foster) Care Agencies

Free-standing inpatient alcoholism facilities

For more information see the DOH website:

http://www.health.state.ny.us/health_care/medicaid/index.htm#services